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FEASIBILITY OF A JOINT ENGINEERING AND LOGISTICS CONTRACT

by

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Abstract

The Army, Air Force, and Navy each currently manage their own separate engineering and logistics contracts for employing civilian contractors as a force-multiplier during military operations. Civil Augmentation contracts afford the services flexibility when limited by the availability of manpower resources during contingency operations. Allocation of military forces is often constrained by other contingency commitments, inactivation of reserve components, and political considerations with a host nation. The Army first awarded the Logistics Civil Augmentation Program (LOGCAP) contract in 1992. The Navy awarded the Construction Capabilities Contract (CONCAP) in 1995 and the Air Force followed suit with the Air Force Contractor Augmentation Program (AFCAP) contract in 1997.

A General Accounting Office (GAO) report published in 1997, however, questioned the validity of executing three separate contracts and stated that it may be more "effective and efficient" if one service acted as the lead executive agent to eliminate duplication of services. The GAO report also noted that existing military doctrine was vague in addressing how to properly integrate contractor resources with the military force structure during contingency situations.

This research paper addressed two of the very important questions raised in the GAO report regarding the use of contractors in support of joint military operations. First, will a joint engineering and logistics service contract provide the combatant and service

commanders any benefit over maintaining individual Navy, Army and Air Force service augmentation contracts? Secondly, does current joint doctrine adequately address the use of contractor services in support of contingency and wartime operations? If not, what information should be included in future joint doctrine?

In conducting research, an in depth comparative analysis of the Army's LOGCAP and Air Force's AFCAP contracts were performed. The Navy CONCAP contract was not analyzed in depth within this research project due to the limited scope of the CONCAP contract. We conducted interviews with key government personnel affiliated with both contracts to include the AFCAP and LOGCAP program managers and contracting staffs. We also performed historical research using source material from several Department of Defense (DOD) agencies.

This research project provides an objective review of the benefits and drawbacks of the Army's LOGCAP and Air Force's AFCAP contracts. Since the scope of the two contracts is similar, it is our recommendation that a joint civil augmentation program (JCAP) contract be established that will meet the needs of both services while eliminating their duplication of effort. For JCAP to be a viable option, joint doctrine must be developed to provide guidance on when and how to use a civil augmentation contract during military operations.

Chapter 1

Background and Value of Civil Augmentation Service Contracts

The Army, Air Force, and *Navy* each currently manage their own separate engineering and logistics contracts for employing civilian contractors as a force-multiplier during military operations. These contracts are commonly referred to as "civil augmentation" contracts. Civil augmentation contracts afford the services flexibility when limited by the availability of force structure during contingency scenarios. Active duty forces are often constrained by real world requirements or taskings that limit their use, such as response capability to a major regional conflict. At the same time, activation of reserve and guard forces to fulfill needed manpower requirements, in certain scenarios, may be politically sensitive. There are also instances when the US would like to stay engaged in nation-building or peace-keeping operations within a country, but needs to maintain a low military presence due to political considerations. Other factors, which lead to the use of an augmentation contract, are the lack of in-place host nation support agreements in numerous underdeveloped countries and troop ceiling restrictions imposed by those host nation countries.[1] (See Appendix A for further background information).

Significance of Problem

A General Accounting Office (GAO) report on "Contingency Operations," however, questioned the validity of each military service executing its own separate contract and stated that the services provided under the separate contracts were very similar in nature. The report implied that it may be more "effective and efficient" if one service acted as the lead executive agent to eliminate duplication of services. The GAO report also noted that existing military doctrine was vague in addressing how to properly integrate these contractor resources with the military force structure during contingency situations.[2]

Joint Publication 4-0 (JP 4-0), Doctrine for Logistic Support of Joint Operations, is the primary joint publication providing combatant commanders and military planners with guidance on the conduct of logistics support during joint operations. This document outlines the responsibilities for logistics operations to include supply, maintenance, transportation, facilities engineering, health services, command and control, and several other areas. JP 4-0, however, does not address the fact that civilian contractors are being increasingly tasked to provide the aforementioned services for military operations.

The deployed military commander must consider a whole new list of issues when using civilian contractors to include contractor security, Status of Forces Agreement (SOFA) and clearance restrictions, and contractor and military force integration. Unfortunately, existing joint doctrine does not provide guidance and address when and how civil augmentation contracts should be used in support of military operations during wartime and small-scale contingencies for the combatant commanders and their planning staffs.

Statement of Research Questions

This research paper addresses two of the very important questions raised in the GAO report regarding the use of contractors in support of joint military operations. First, will a *joint* engineering and logistics service contract provide the combatant and service commanders any benefit over maintaining individual Navy, Army and Air Force civil service augmentation contracts? Secondly, does current joint doctrine adequately address the use of contractor services in support of contingency and wartime operations? If not, what information should be included in future joint doctrine?

Preview of Argument

The development of a Joint Civil Augmentation Program (JCAP) contract will prevent individual service program redundancies, while eliminating possible competition among the services and providing efficiencies in the areas of personnel resources and program costs. As stated in the GAO report, unnecessary duplication of effort and functions may have occurred as a result of employing individual Army, Air Force, and Navy contracts to provide engineering and logistics support in combined forces scenarios.[3] However, while some duplication may exist among individual service contracts, the Army's Logistics Civil Augmentation Program (LOGCAP) contract and the Air Force's Contractor Augmentation Program (AFCAP) contract provide numerous benefits to their individual service components. The intent of JCAP is to build upon this foundation with a shift in focus to the ultimate customer, the warfighting Commander in Chief (CINC).

In this paper, it will also be shown that current joint doctrine inadequately addresses the numerous issues regarding employment of contractors in the battlefield. This

research effort will provide the issues and doctrinal guidance to be addressed in JP 4-0 and the Joint Task Force (JTF) Commander's Handbook for Peace Operations. Issues such as contractor security, host nation restrictions, and deployment issues have to be provided to the CINC planners and deployed commanders for effective employment of contractor operations during military operations.

Due to the limited scope of the Navy's Construction Capabilities Contract (CONCAP), it will not be analyzed in depth. The Navy contract is for emergency construction and engineering services only and does not include additional support in areas such as services and logistics. The majority of service-related and contract specific issues will be sufficiently addressed in this paper through the analysis of the AFCAP and LOGCAP contracts.

Notes

[1]United States General Accounting Office Report to Congressional Requestors. *Contingency Operations: Opportunities to Improve the Logistics Civil Augmentation Program.* February 1997, pg. 4.

[2]Ibid., pg. 5.

[3]Ibid., pg. 5.

Chapter 2

Analysis of LOGCAP

LOGCAP was developed based on the Army's experience during the Vietnam War. During Vietnam, the Army was forced to rely on civilian contractors because its reserve and guard forces were never activated. In 1992 the Army awarded its first centrally managed LOGCAP contract through the US Army Corps of Engineers (USACE) to Brown and Root Services Corporation. The Cost Plus Award Fee (CPAF) contract was awarded for one basic and four option years. Under this contract, the Army has supported six contingency operations beginning with "Operation Restore Hope" in Somalia and is currently still supporting Operation Joint Endeavor in Bosnia. Total estimated contract value to date is $1 billion[1]. The Army Material Command (AMC) in 1997 awarded the LOGCAP follow-on contract to DynCorp Aerospace Technology. This contract is also a CPAF contract with one basic and four option years, but contains fixed price line items for planning efforts.

A team consisting of a program manager and approximately 15 people manages the program. The team is comprised of two directorates responsible for planning and business management. The planning directorate works with each Army Major Command (MACOM) and has incorporated the use of LOGCAP into various Operations Plans (OPLANs) and Concept Plans (CONPLANs). Communications and Electronics

Command (CECOM) at Fort Monmouth, NJ provide contracting support for LOGCAP. Defense Contract Management District – International (DCMD-I) provides contract administration services during contractor operations.

Services Provided

Per the Statement of Work (SOW), "The objective of LOGCAP is to pre-plan for the use of commercial contractors to prepare plans and execute approved plans to provide logistics services and construction/engineering support with reasonable assurance of success and within reasonable cost."[2] Under the planning effort, the contractor maintains three types of permanent management plans: the Worldwide Management and Staffing Plan (WMSP), the Generic Undeveloped and Developed Country Management Plan, and the Regional Management Plan RMP) (See Appendix B). Additionally, the LOGCAP contract requires DynCorp to develop, at the request of the Procuring Contracting Officer (PCO), the CINC/MACOM Specific Requirements Support Plans. These plans are based upon specific CINC/MACOM requirements, which are generated in support of specific OPLANs, CONPLANs, and functional plans. In conducting this effort, the contractor works with the staffs of the supported Army MACOM to develop, maintain, and refine LOGCAP planning documents.[3] Costs for the management staff, which includes the worldwide plan, is $865,000 per year. Yearly cost to maintain the regional plans is $30,000.[4]

Support provided by the LOGCAP contractor during wartime or contingency operations can be broken down into five areas: Supply Operations, Field Services, Engineering and Construction, Maintenance, and Transportation (see Appendix C for a detailed list of services provided).

Requesting LOGCAP

The Army uses a decision matrix to decide whether to use LOGCAP to support wartime or contingency operations (see Appendix D for "Decision Criteria"). After the decision is made to use the LOGCAP contract, the theater Army service component commander forwards the request to the Department of the Army for a final decision. If approved, the request is then passed on to the LOGCAP project manager at AMC. The LOGCAP management staff will generate a SOW for the contractor in conjunction with the theater staff. The PCO generates a delivery order for the services once funding is received from the theater command. The PCO also delegates contract administration to DCMD-I and USACE. The LOGCAP management staff deploys to the Area of Responsibility (AOR) to assist in planning and managing the contract. The LOGCAP management team consists of a Program Manager, a CECOM/PCO, contractor representatives, a USACE representative for technical advice, DCMDI personnel to perform contract administration and Quality Assurance Evaluation (QAE) duties, a LOGCAP support unit, and a logistics support element. The team falls under the operational and administrative control of the theater logistics support element commander.[5] To assist potential users of LOGCAP services, the LOGCAP Program Management Office has developed the LOGCAP Battle Book and the AMC Pamphlet 700-30 as user's guides to assist customers in understanding the capabilities of LOGCAP.

Benefits of LOGCAP

Force Multiplier

LOGCAP is a force multiplier and provides the Army numerous benefits. First, preplanning of contractor efforts, similar to deliberate planning directed by the Joint Strategic Capabilities Plan (JSCP), lays the groundwork for quick and smooth execution during military operations. As in Vietnam, much of the Army's Combat Support (CS) and Combat Service Support (CSS), especially its construction capability, is maintained in its reserve component. Deployment of reserve forces, however, requires presidential activation, time to mobilize, and military strategic lift. LOGCAP can fill this force structure gap by mobilizing immediately upon PCO notification. In accordance with the contract, DynCorp has to be ready to deploy in 72 hours, with initial support by C+15 and full capability at C+30. The LOGCAP contractor also provides his own strategic and in-theater lift capability. LOGCAP is not dependent on the Department of Defense (DOD) logistics system, therefore, it can source materials independently and lessen the Army's burden on the logistics system. It also provides the CINC with a suitable workaround when military force caps are in place. Contractor augmentation lessens the military tooth-to-tail ratio and enables available troops to concentrate on mission critical tasks.

Cost Control

The LOGCAP contract's award fee ranges from 0–5 % for above average performance with no base fee. Contractor performance is rewarded in the areas of delivery, quality of performance, and cost. Learning from Bosnia, the LOGCAP management staff (Army program managers and contractor personnel) has also improved

its cost reporting procedures and benefited from the oversight provided by the DCMD-I Contingency Contracting Administration Services (CCAS) teams who perform contract monitoring. Another potential benefit of LOGCAP is that according to one recent report by the Logistics Management Institute, "when compared with the costs of using an equivalent military force, the use of LOGCAP contractors is economical."[6] The report stated that the LOGCAP contractor employed 24% less personnel than an equivalent military force package for operations conducted in Bosnia. Using the equivalent military force package, the report also compared marginal costs and found the contractor to be 28% less expensive.[7] Since the Army MACOM's do not budget for funding LOGCAP, there is an initial "sticker shock" felt by both the MACOMs and the deploying commanders as they try to control costs from their operation and maintenance funds. Overall, LOGCAP provides the Army an effective and efficient capability to augment deployed military forces.

Other Benefits

In addition to their capability-related benefits, the LOGCAP contract provides some side benefits within the host country. The LOGCAP contractor benefits the local economy since he hires personnel from the local workforce and subcontracts to local vendors. In Operation Joint Endeavor in Bosnia, 80% of the contractor's workforce was local foreign nationals.[8] Use of the LOGCAP contractor also allows for a reduced US military presence in the country of operations and minimizes the local reaction to these forces. The trade-off, however, is force protection, which will be discussed next.

Considerations When Using LOGCAP

Security in a Hostile Environment

The LOGCAP contractor is self sufficient in his operations to support US forces, however, the CINC employing LOGCAP support has an obligation to provide security for the contractor. The level of security depends on the degree of hostility in the area of operations, regardless of whether it's during wartime or small-scale contingency operations. Security precautions may include providing military escorts for line haul operations, requiring the contractor and his non-local employees live on and conduct operations from military compounds, and arming contractor employees with small arms. The importance of providing contractor force protection was illustrated during Desert Storm. After receiving chemical attack warnings, contractor personnel providing food service at several Air Force installations walked off the job. The personnel returned to the installations only after receiving appropriate protective equipment.[9] In addition to providing for contractor security, deployed commanders must weigh the risks associated with providing non-military personnel access to military installations. Contract personnel, especially host nation personnel, are potential security risks as they may act as sympathizers for the enemy.[10]

SOFA and Omnibus Agreements

The gaining CINC must also ensure that SOFA and Omnibus Agreements include provisions concerning the LOGCAP contractor and his employees. For instance in Operation Joint Endeavor, Hungary would not allow the contractor to bring his employees in country since it was not part of the Omnibus Agreement. The Hungarian government, however, was eventually persuaded to allow these employees access after it

received assurances that a large portion of Brown and Root's workforce would be comprised of Hungarians.[11] The Hungary Ministry of Finance also imposed a Value Added Tax on Brown and Root and an income tax on its employees. The US Government ended up reimbursing Brown and Root for the $18 million in costs since the LOGCAP contract is a cost reimbursable contract.[12] The US Government was later able to amend the Omnibus agreement with Hungary and recoup the money.[13]

Cultural Issues

The LOGCAP contractor's hiring of foreign nationals can create communications and cultural challenges. For instance, Saudi truck drivers providing line haul services after Desert Storm routinely cooked meals on small propane stoves near their vehicles. This practice was alarming to Army ordnance personnel, especially when the cargo being hauled was high explosive ordnance.[14]

Significant Lessons Learned

Operation Joint Endeavor in Bosnia pointed out some key lessons. First, this operation showed that LOGCAP "is not always an initial entry capability" because the contractor requires time to set up his operations. However, it illustrated that the LOGCAP contractor "is well suited to take over base camp maintenance and operations after initial base camp construction."[15] In Bosnia, a unique challenge was created for the team consisting of Air Force Rapid Engineer Deployable Heavy Operational Repair Squadron Engineer (RED HORSE) troops, Navy SeaBees, and Brown and Root due to the large number of troops already deployed in theater, the harsh Balkan winter, and the decision to build more and smaller camps. However, their joint effort created a synergy

that contributed to a greater success than any one service's engineers could accomplish and allowed them to meet the challenge.[16]

Although the contractor has his own strategic lift capability, he may be subject to the same logistical constraints as the military. Several factors can result in degradation of the contractor's ability to bring equipment and supplies into theater such as crowded Lines of Communication (LOC), an austere operating environment, and a theater with damaged infrastructure or limited economy. For example in Bosnia, Brown and Root rail and truck shipping competed against the needs of the very troops they were there to support. Contractor aircraft also competed with military aircraft for available ramp space.[17]

JP 4-0, "Doctrine for Logistic Support of Joint Operations" provides guidance to the geographic combatant commander and recommends the establishment of the Joint Civil-Military Engineering Board (JCMEB), Joint Facilities Utilization Board (JFUB), and the CINC Logistic Procurement Board (CLPSB).[18] These boards are to be used to establish theater policy, procedures, direction, priorities, and provide coordination for construction and engineering, facilities, and contracting activities. The development of the Joint Acquisition Review Board (JARB) and the Joint Contracting Committees in Operation Joint Endeavor and their resulting success proved the merit of the JP 4-0 guidance. Their establishment was critical for elimination of competition among the different contracting activities for local resources, consolidating requirements, and overall control and management of the acquisition system. A JARB located in Hungary, Croatia, and Bosnia reviewed requirements and established priorities. The requirements, after being funded, were then passed to the Joint Contracting Committee, which determined whether Host Nation Support, local purchase through Central Region or Joint Contracting Centers, or

LOGCAP would be used to fulfill the requirement.[19] (See Appendix E for further illustration of JARB –JCC Process).

Operation Joint Endeavor showed the need for LOGCAP program management representation on the CINC planning and management staffs as well as the staffs of the deployed commanders in Bosnia, Croatia, and Hungary to provide an understanding of the scope/capabilities of the contract. Establishment of the JARB eventually helped eliminate misconceptions on the performance of Brown and Root.[20] Appointing base camp "mayors" as focal points for the contractor also improved the relationship between the contractor and customer. Communication between the two parties improved and the contractor gained a clearer understanding of what it deemed always changing requirements.[21]

Notes

[1] Headquarter's Army Material Command responses to Student Questionnaire, LOGCAP Project Management Office, Jan 1999.

[2] *LOGCAP Statement of Work.*, Section J, Attachment 1 to contract DAAB07-97-D-C759, 30 Jan 97, pg.2.

[3] Gallay, David R. and Horne, Charles L., III. *LOGCAP Support in Operation Joint Endeavor: A Review and Analysis.* Logistic Management Institute (LMI) Report prepared for the Department of Defense, McLean, VA, September 1996, pg.3.

[4] Interview with John Purdon, LOGCAP Contract Specialist, CECOM Acquisition Center, Fort Monmouth, NJ, Feb 99.

[5] LOGCAP Battlebook, HQ US Army Material Command, Oct 1998, pp.11-26.

[6] Gallay, David R. and Horne, Charles L., III. *LOGCAP Support in Operation Joint Endeavor: A Review and Analysis.* Logistic Management Institute (LMI) Report prepared for the Department of Defense, McLean, VA, September 1996, pg.27.

[7] Ibid., pages 23-25.

[8]Ibid., pg.9.

[9] Snyder, Thomas J., Captain and Smith, Stewart, T, *The Logistics of Waging War, Volume 2, US Military Logistics, 1982-1993, The End of "Brute Force" Logistics*, Published by Air Force Logistics Management Agency, pg 23.

[10] White Paper, *Contractors on the Battlefield*, Army TRADOC, Feb 1998, para. 10.a.(2).

[11] Young, David L. *Operational Planning for Contractors on the Battlefield.* Paper submitted to the faculty of the Naval War College. 18 May 1998, pg.5.

Notes

[12] United States General Accounting Office Report to Congressional Requestors. *Contingency Operations: Opportunities to Improve the Logistics Civil Augmentation Program.* February 1997, pg.15.

[13] Young, David L. *Operational Planning for Contractors on the Battlefield*. Paper submitted to the faculty of the Naval War College. 18 May 1998, pg.5.

[14] Snyder, Thomas J., Captain and Smith, Stewart, T, *The Logistics of Waging War, Volume 2, US Military Logistics, 1982-1993, The End of "Brute Force" Logistics*, Published by Air Force Logistics Management Agency, pg 34.

[15] CALL. Initial Impressions Report Task Force Eagle Initial Operations Operation Joint Endeavor, Army Issue VI: Sustain and Transition to Future Operations, Issue E: Sustainment Engineering. Lessons Learned compiled by the Combined Arms Assessment Team I – Bosnia for the CALL.

[16] CALL. Initial Impressions Report Task Force Eagle Initial Operations Operation Joint Endeavor, Army Issue VI: Sustain and Transition to Future Operations, Issue E: Sustainment Engineering. Lessons Learned compiled by the Combined Arms Assessment Team I – Bosnia for the CALL.

[17] CALL. Initial Impressions Report Task Force Eagle Initial Operations Operation Joint Endeavor, Army Issue VI: Sustain and Transition to Future Operations, Issue E: Sustainment Engineering. Lessons Learned compiled by the Combined Arms Assessment Team I – Bosnia for the CALL.

[18] Department of Defense, *Doctrine for Logistic Support of Joint Operations*, Joint Publication 4-0, 27 Jan 1995, pp. B-4 – B-5.

[19] Operation Joint Endeavor Lessons Learned (Chapter 15, Contracting), US Army Contracting Command Europe (USACCE), 3 April 1997.

[20] Operation Joint Endeavor Lessons Learned (Chapter 15, Contracting), US Army Contracting Command Europe (USACCE), 3 April 1997.

[21]United States General Accounting Office Report to Congressional Requestors. *Contingency Operations: Opportunities to Improve the Logistics Civil Augmentation Program.* February 1997, pp.18-19.

Chapter 3

Analysis of AFCAP

AFCAP is a contingency support contract that the Air Force developed to relieve or augment military operations in small-scale contingencies. Primary areas of support include logistics, services, engineering, and operations and maintenance. The contract supports all phases of military operations to include planning, mobilization, construction, sustainment, reconstitution, and restoration. In supporting small-scale contingencies, the AFCAP contract can also provide relief support for natural disasters worldwide. Since the AFCAP contract was awarded in 1997, it has only been used for two large-scale taskings—Anderson Typhoon relief at Anderson AFB in Guam and Hurricane Georges relief at Keesler AFB, MS.

The AFCAP contract was awarded to Readiness Management Support (RMS) as a joint venture between Johnson Controls and Lockheed Martin for a period of one base year with four option years. The contract is CPAF with a fixed price line item for worldwide manpower backfill at military bases. AFCAP has the capacity to handle up to $452.6 million in task orders over the life of the contract.[1] The basic annual contract costs cover contractor program management, development and maintenance of a Worldwide Management Plan (WMP), and two annual validation exercises. These basic

contract costs are funded by the Air Force Civil Engineer. Individual task orders are funded by the requesting Air Force Major Command (MAJCOM) or using agency.[2]

The contract is managed by a dedicated management team comprised of two full-time program managers assigned to Headquarters' Air Force Civil Engineer Support Agency (AFCESA) and two full-time contracting officers assigned to the 325th Contracting Squadron, both located at Tyndall AFB. In addition, either the AF MAJCOM or DCMD-I would provide on-site surveillance.[3] The Air Force has also developed an AFCAP user's guide outlining the responsibilities of AFCESA, contracting, DCMD-I, and the user.

Sustainment versus Beddown

The genesis for the development of AFCAP began with the request of Brigadier General John Allen, the Air Combat Command Civil Engineer, at the 1994 Air Force Civil Engineer Worldwide Conference. Brigadier General Allen saw a clear need for a worldwide sustainment contract to relieve military troops from performing non-training related repetitive tasks.[4] Although the AFCAP contract can accomplish beddown taskings, its focus is sustainment activities. Beddown taskings provide excellent training for military forces, such as Prime Base Engineer Emergency Force (Prime BEEF) and RED HORSE, which provide the Air Force organic beddown capabilities. Examples of beddown taskings include tent setup and utilities installation. As illustrated by the successful support Air Force organic forces provided US forces in Bosnia, the Air Force needs to maintain a responsive in-house beddown capability. AFCAP is primarily a relief or augmentation tool for prolonged sustainment activities.

Responsiveness

The AFCAP contractors notional timeline for deployment is not tied to the initiation of conflict. Since the Air Force employs Prime BEEF and RED HORSE for initial beddown activities, Air Force MAJCOM leaders determine the appropriate time to transition to the AFCAP contractor workforce to relieve these military forces. Although the contract requires RMS to typically respond within 30 days, the contractor responded immediately during his first two deployments.

Worldwide Management Plans

In contrast to the numerous LOGCAP plans, the Air Force has required its AFCAP contractor to develop and maintain only one generic WMP, at a cost of approximately $300,000, which it feels can be quickly tailored or adapted to meet the specific needs of any crisis worldwide. The AFCAP plan is tested or validated twice each year during a tabletop exercise with the contractor. RMS is required to adapt their WMP to the specific scenario and provide an overall plan within 24 hours. According to AFCESA program management and contracting staff, the worldwide management plan is very flexible and affords the Air Force great versatility at a tremendous cost savings. Since the plan is *not* country, region, or type of contingency specific, it is less likely to become outdated than a detailed, site specific plan. Due to the uncertainty of where the next crisis will arise, AFCESA personnel feel that a generic plan will provide an adequate foundation from which to build a scenario-specific management plan.

Benefits of AFCAP

Tailored for Air Force Needs

The AFCAP contract was developed by AFCESA to support Air Force customer requirements worldwide. The contract was specifically tailored to meet on-going Air Force needs. As a result, the program managers have a functional understanding of Air Force operations, culture, procedures, and regulations. This higher level of familiarity with Air Force customer needs translates into increased responsiveness and efficiency on the part of the AFCESA staff.

Cost Control

The primary contractual incentive for superb contractor performance under the AFCAP contract is the award fee. "The award fee provides motivation for excellence in such areas as quality, timeliness, technical ingenuity, and cost effective management."[5] The AFCAP award fee is capped at 6% and is comprised of 40% for cost control, 35% for technical performance, and 25% for management. Award fee amounts are determined every six months by the Award Fee Board and the approved award percentage is applied to all active task orders for that period.

Force Multiplier

Used as a force multiplier, the AFCAP contract can alleviate several manpower, equipment, and training issues associated with sustained small-scale contingencies. There has been a substantial increase in the number of sustained contingency deployments which Air Force personnel have supported over the last decade. As a result, home bases worldwide have endured prolonged losses of both manpower and equipment

in support of these operations. This has resulted in higher "ops-tempo" at most home bases and affected the level of base support provided by many functions. Within civil engineering, for example, the loss of manpower can negatively affect a squadron's ability to sustain the same level of facility maintenance and repair on an installation. Although augmentation of home base manpower is not a primary role of the AFCAP contract, it has the ability to backfill manpower positions at home bases both within and outside the continental U.S. The contract can also provide supplies and equipment alleviating the depletion of critical War Reserve Materials (WRM) stockpile levels. RMS is generally expected to provide transportation of both personnel and equipment to the deployed location. The Air Force may choose to provide organic airlift for RMS in order to save cost, however, the Air Force maintains the flexibility of not having to provide those lift assets.

Limitations of AFCAP

Non-Hostile Work Environment

The AFCAP contract can not be employed in hostile environments. Under the Air Force's program, the AFCAP contract can only be employed in response to natural disaster crisis or small-scale contingencies that are considered *non-hostile*. If hostile activities reemerge, both RMS and AFCESA would determine the appropriate time to disengage contractor forces.[6] Regardless of the situation, the US government is responsible for perimeter defense in both hostile and non-hostile environments. By restricting contractor forces from hostile environments, the Air Force limits its exposure to numerous safety, security, and legal issues.

Other Limitations

The AFCAP contract can not be used for the purchase of supplies. RMS is restricted to buying supplies in support of its own operations. Air Force deployed forces depend on contingency contracting officers to provide local purchase support of supplies and services. Additionally, on-site military commanders often feel a loss of flexibility or responsiveness when functions are contracted out. They have less control over the contract employee actions and can not arbitrarily assign tasks as could be done with military forces. As discussed in the LOGCAP section, the AFCAP contractor may also be limited by SOFA and Omnibus agreements and the problems associated with hiring foreign nationals.

Significant AFCAP Lessons Learned

AFCAP was used in December 1997 in support of the typhoon that hit Anderson AFB on Guam and in the fall of 1998 in support of the Hurricane Georges that hit Keesler AFB, in Mississippi. As a result of those experiences, two key lessons learned were generated. First, funding streams need to be addressed. The MAJCOMs provide the funding for AFCAP use, yet they don't budget for this use. This leads to "sticker shock" when contingency costs are provided, even though AFCAP is often cheaper when a life cycle cost comparison is done with WRM assets. Second, commanders at the deployed location must be educated immediately about the capabilities and limitations of AFCAP. As a result of these natural disaster experiences, the AFCESA Project Manager now provides training immediately upon contract initiation to prevent unrealistic staff expectations and facilitate smooth contract execution.[7]

Notes

[1] *Final Acquisition Action Approval for AFCAP*, signed by Darleen A. Druyun, Principal Deputy Assistant Secretary, Acquisition and Management, SAF/AQC, Reference: AP No. 96R6014 (96-AP-020), dated Oct 96, pg.7.

[2] McDonald, Thomas, Colonel, AFCAP Powerpoint Presentation, AF/ILEO, Mar 97.

[3] *GAO Questions for AFCAP* paper, Air Force Civil Engineer/CEO, Feb 1997.

[4] *Final Acquisition Action Approval for AFCAP*, signed by Darleen A. Druyun, Principal Deputy Assistant Secretary, Acquisition and Management, SAF/AQC, Reference: AP No. 96R6014 (96-AP-020), dated Oct 96, pg 6.

[5] *Final Acquisition Action Approval for AFCAP*, signed by Darleen A. Druyun, Principal Deputy Assistant Secretary, Acquisition and Management, SAF/AQC, Reference: AP No. 96R6014 (96-AP-020), dated Oct 96, pg.13.

[6] Air Force Civil Engineer Support Agency responses to Student Questionaire, Dec 1998.

[7] Talking Paper on AFCAP Lessons Learned from Hurricane Georges Recovery, provided by AFCESA.

Chapter 4

Joint Contract Analysis

After reviewing both contracts, it is apparent that the LOGCAP and AFCAP contracts are very similar in scope. The differences are due to: (1) the Army's broader need for services provided due to their reliance on the Guard and Reserve to provide CS and CSS and; (2) the Air Force's need for a sustainment force to relieve its troops and equipment from the high operations tempo that has been experienced since the end of the Cold War. Since the scope of the two contracts is similar, it would seem possible to develop a Joint Civil Augmentation Program (JCAP) contract to meet the needs of both services. A joint contract eliminates duplication of services provided and streamlines management oversight.

Requirements

The first step in developing a JCAP contract would be to establish the requirements needed by both services. Army requirements would obviously mirror the requirements in the LOGCAP SOW: (1) Pre-planning to include maintenance and updates of the WMSP, Generic Underdeveloped and Developed Country Management Plans, and of the nine RMPs, and (2) CS and CSS augmentation capability broken down in the categories of Supply Operations, Field Services, Engineering and Construction, and Maintenance and Transportation. Air Force requirements would mirror requirements in the AFCAP SOW

and would focus on the functions performed by Civil Engineering Prime BEEF teams and Service's Prime Readiness in Base Services (Prime RIBS) teams. The only Air Force unique requirements to be added to the Army requirements would be the home base backfill shop support and airfield support, which includes airfield unique facilities, utilities, runways/taxiways/parking ramps, aircraft arresting systems, lighting, markings, and emergency power. Construction standards, as is currently the case in both the AFCAP and LOGCAP SOWs, would be based on JP 4-04.

Contract Type

The JCAP contract would be a task order, indefinite-quantity contract. Per Federal Acquisition Regulation (FAR) 16.504 (b) a task order, indefinite-quantity contract is appropriate for acquiring services "when the Government cannot predetermine, above a specified minimum, the precise quantities of services that will be required during the contract period, and it is inadvisable for the Government to commit itself for more than a minimum quantity."[1] Against this basic contract, task orders can be written specifying the services required from the SOW to meet the needs of the requestor. Task orders would be CPAF except for the pre-planning requirements and the backfill shop requirements. It is necessary for the government to shoulder the burden of risk of the contract due to the many unknowns that may occur in each contingency. The LOGCAP deployment to Bosnia is an excellent example of the government shouldering the burden of risk. Various campsites were built on soil requiring more preparation than anticipated due to the harsh and wet Bosnian winter. The contractor also competed with the military for local sources of supply, especially for geo-textile and gravel, which drove material prices up and/or required the contractor to ship or airfreight the material from the US.

Also, the shortage of available trucking and rail service into theater further compounded the problem of bringing supplies to the AOR. Contract type for the JCAP contract would remain Cost Plus Award Fee except for the firm fixed price line items for planning efforts and backfill shop support. Furthermore, CPAF is appropriate per FAR 16.405-2(b) because: "(1) It is neither feasible nor effective to devise predetermined objective incentive targets applicable to cost, technical performance or schedule; (2) The likelihood of meeting acquisition objectives will be enhanced by using a contract that effectively motivates the contractor toward exceptional performance and provides the Government with the flexibility to evaluate both actual performance and the conditions under which it was achieved; and (3) Any additional administrative effort and cost required to monitor and evaluate performance are justified by the expected benefits."[2] The contract must be able to meet the Principles of Logistics from JP 4-0. The CPAF type task orders is especially supportive of two of the principles: responsiveness and economy. Per JP 4-0, "Responsiveness is the right support in the right place at the right time. Among the logistic principles, it is the keystone; all else becomes irrelevant if the logistic system cannot support the concept of operations of the supported commander." It also defines economy as "the provision of support at the least cost."[3] Taking into account these two principles in the environment in which support is being provided, the selection of CPAF makes perfect sense to reward the contractor for achievement of these principles.

Guidelines for Use

Contingency need, as opposed to contractor capability, should be the deciding factor for contract employment. The Air Force intends to use its organic forces for initial response to any contingency and then use civil augmentation as a replacement for these

forces. The Air Force allows the MAJCOM responsible for providing support to decide whether or not to use the AFCAP contract. If the Air Force MAJCOM decides to use AFCAP, the contractor typically has 30 days to respond. The Army has established decision criteria to determine when to use LOGCAP, which is based upon LOGCAP being used as a last resort. Therefore, if military capability and Host Nation Support are bypassed, the Army needs the contract to provide the in-scope support requested. "Army practice has been to make the force self-sustaining for the first 30 days in a contingency theater with the troops living under field conditions."[4] These troops depend on contingency contracting officers for initial entry support. For JCAP contract employment, the standard for full up response should be thirty days from deployment of the first forces. The contractor should be notified of any required work at the onset of a military deployment. Until joint doctrine is developed, the services should retain decision authority on whether or not to use the contract. The Air Force, however, needs to follow the Army's lead and develop decision criteria on when to use a civil augmentation contract.

The JCAP contract must be able to be employed in hostile environments to meet Army needs. Restricting contractor operations to only Military Operations Other Than War (MOOTW) runs the risk of restricting the contract use for only humanitarian and disaster relief operations. LOGCAP operations in Bosnia, Somalia, and Haiti have proven MOOTW can be as dangerous as war for the contractor. Instead of limiting contractor operations to non-hostile environments, the contractor and his employees must be provided a secure environment to work. This can be accomplished by carefully locating contractor operations to minimize risk and using military forces to protect the

contractor. Army Regulation 700-137 specifies that each contract should set operational boundaries for contractor personnel. "Normally, contractor personnel will not be used forward of the brigade support area."[5] Therefore, deliberate planning should task military forces to provide contractor security in a hostile environment. Security provided by military forces should be a special provision in the contract. The contractor can be deployed during wartime contingencies only after the area he will be working in has been secured.

When the decision is made to use JCAP, it is essential a team familiar with the contract deploy. The team is necessary to provide the JTF staff and base commanders an understanding of JCAP's capabilities and how best to integrate JCAP into the force structure. This team should consist of a program manager, contracting officer, engineering technical representative, and a contract administration representative from DCMD-I. The interface and training provided by this team would augment the peacetime coordination that occurs on a regular basis with the CINC's logistics staff. The team should also insist on the creation of a JCMEB, JFUB, and CLPSB, as explained in the JP 4-0, to prevent duplication of effort and requirements.

Training

Proper training of personnel is essential for JCAP success. The engineering technical representatives, administrative contracting officers, and quality assurance evaluators need to be trained prior to deployment since their first experience with the contract will likely be during an actual deployment. Defense Contract Management Command (DCMC), in support of its CCAS deployment teams, has developed an excellent three-phase program to prepare its members for deployment. The training

provides CCAS teams, composed of military and DOD civilian members, essential skills for general mission readiness, specific mission information, and identified AOR training. Just prior to deployment, DCMC provides the team with the most current mission specific information/conditions and conducts a final deployment review.[6] Additionally, it would also be beneficial if the requesting customers in the AOR were also trained prior to contract initiation. For prolonged operations such as Bosnia, rotating personnel should receive the training prior to deployment.

Benefits

The benefits of a JCAP contract are quite obvious. JCAP adheres to the principles of Unity of Command and Unity of Effort. One contractor coordinates the entire base operating support for the Joint Task Force. The contractor has the capability to concentrate resources where needed and develop a common standard of support throughout the theater. A JCAP contract allows the JTF commander to meet his logistics responsibilities of "effective execution of approved operations plans, the effectiveness and economy of operation, and the prevention or elimination of unnecessary duplication of facilities and overlapping of functions among the Service component commands."[7] Improved efficiency of operations should result since one contractor controls the entire operation.

One issue, not researched, impacting Unity of Effort is who should provide funding for the contract? Should the Air Force and Army still be required to provide the funding to support their individual, service specific operations? The services will want to use their own service doctrine to determine how to employ the contractor if they provide the funding. To support unity of effort, the funding stream for JCAP should flow from the

supported combatant commander. Further investigation is required to develop a smooth process for providing the Unified CINC the budget to fund contractor operations at the onset of a contingency.

Limitations

A JCAP contract would be subject to the many of the same limitations LOGCAP and AFCAP identified: requirement for a secure work environment, contractor inclusion in SOFAs, workforce dependability especially in hostile environments, and constrained lines of supply in an austere theater. Additionally, due to the bureaucracy inherent in any jointly managed contract, the JCAP management team will need to maintain a strong focus on responsiveness to customer needs. Ultimately, JCAP must be responsive to the individual commanders in the field in order to support effective and efficient theater operations. Award fee criteria must always grade the contractor on his ability to satisfy the needs of each field commander and his troops. The program management staff should be composed of joint service representatives and be cognizant of the various needs of the deployed commanders and their respective service doctrines. Finally, joint doctrine addressing contractor operations in the battlefield has to be developed to ensure consistency in operations and expectations from theater to theater.

Notes

[1] Federal Acquisition Regulation, Part 16.504(b), Federal Acquisition Circular 97-10, 16 Feb 1999.

[2] Federal Acquisition Regulation, Part 16.405-2(b), Federal Acquisition Circular 97-10, 16 Feb 1999.

[3] Department of Defense, *Doctrine for Logistic Support of Joint Operations*, Joint Publication 4-0, 27 Jan 1995, pp. II-1 – II-2.

Notes

[4] United States General Accounting Office Report to Congressional Requestors. *Contingency Operations: Opportunities to Improve the Logistics Civil Augmentation Program.* Feb 1997, pg.17.

[5] Army Regulation 700-137, Dec 1985, para.3.2.d.(1).

[6] Defense Contract Management District–International, Contingency Contract Administration Services (CCAS) Training Plan, Nov 1998, pp.1-17.

[7] Department of Defense, *Doctrine for Logistic Support of Joint Operations*, Joint Publication 4-0, 27 Jan 1995, pg.vi.

Chapter 5

Evaluation of Joint Doctrine

Over the past decade, the military has continued to rely upon contractor resources as a force multiplier in military operations. However, there is limited information in joint doctrinal publications regarding the use of civil augmentation service contracts and the interface between contractor and military personnel during contingency operations. As a result, each service has determined its own policy for the employment of civil augmentation programs and developed their own contracts. In essence, the suppliers (i.e., Air Force and Army) are making the rules instead of the customers (i.e., CINC, MAJCOM, or deployed commander). The Army, out of necessity, has led the way in formally establishing its own civil augmentation doctrine.

The Army Training and Doctrine (TRADOC) center took the first crucial step in identifying numerous issues, such as security and deployment of contractors, which affect the employment of contractor support on the battlefield in a 1998 White Paper.[1] The Army is currently developing a Field Manuel (FM 100-10-XX, "Contracting Support to the Battlefield") which will address these doctrinal issues from the Army's perspective. However, it is imperative that resources such as the Army White Paper are consolidated and the issues refined into a new or revised joint service publication. The following

section discusses several contractor-related issues, which should be incorporated in joint doctrine.

Executive Agency

As stated previously, the GAO report highlighted that the services provided under the LOGCAP, AFCAP, and CONCAP contracts were similar in nature and that it may be more "effective and efficient" if one service acted as the lead executive agent during contingency operations. Current joint doctrine in JP 4-0, however, clearly states that the services are responsible for providing logistics support to its own forces. The combatant commander through his Combatant Command (COCOM) responsibilities has directive authority for logistics, which allows him to establish theater priorities and review theater requirements. The combatant commander can also determine that one service should be the lead agent in providing in-theater logistics support. In Operation Joint Endeavor, "European Command designated US Army Contracting Command- Europe as executive agent for all US contracting in theater."[2] This occurs, however, only in limited situations when it would be beneficial to the theater of operations. Also, a theater by theater lead executive agent would not eliminate the duplication of services highlighted in the GAO report. The Secretary of Defense could delegate lead executive agent authority to the service with the preponderance of forces in theater—most likely the Army.

However, delegating executive agency to one service creates the potential that the program will only be responsive to one service's needs. In 1995, the Air Force and the Navy both used LOGCAP for support in Aviano, Italy. The Air Force and Navy both realized LOGCAP's potential. However, Air Force and Navy emphasis on responsiveness led to the development of their respective programs. To overcome the

executive agency problem, a joint program office similar to the Joint Strike Fighter program should be created**.** The program director position would be filled by one service while the Service Acquisition Executive responsibilities would be provided by another service. This organizational set up would be an interim step until joint doctrine for civil augmentation support is established and JCAP matures past infancy.

Integration

Joint doctrine, in both JP 4-0 and JTF Commander's Handbook for Peace Operations, should establish how contractor-provided logistics support should be integrated into Unified CINC planning and into the execution of military operations. Currently, the Army has identified three scenarios in which LOGCAP may be employed: first, at initial entry prior to arrival of main task force; second, at initial entry with a task force; or third, as a sustainment force.[3] However, as learned in Operation Joint Endeavor, LOGCAP doesn't necessarily excel in initial entry capability especially when it doesn't have the appropriate time to set up operations. Greater synergy is realized through the combined efforts of the Air Force RED HORSE, Navy SeaBees, and LOGCAP contractor. Also, because of contractor safety concerns and the inherent strength of the Air Force's RED HORSE and Prime BEEF programs, the Air Force only employs AFCAP in non-hostile small-scale contingencies. This should not change in the future, as the Air Force has no intention of decreasing its reliance on active duty RED HORSE and Prime BEEF forces to meet beddown requirements. CINC planners need to be aware of both contractor and service capabilities and plan accordingly.

Joint Doctrine should address the limitations of civil augmentation contractor responsiveness. Normally, the contractor has 30 days to fully mobilize, therefore, the

military must provide alternative means of troop support until the contractor is fully mobilized. Joint Doctrine should also establish parameters to determine when it is appropriate to use civil augmentation contracts similar to the Army's decision criteria for using LOGCAP. Adapting the JARB process for use in deliberate planning would provide an excellent forum for the application of the decision criteria. More importantly, combatant commanders and their planning staffs need to be involved in developing doctrine for contractor operations in the joint environment. Since US Atlantic Command (USACOM) is charged with the responsibility of integration for joint operations, it would be logical for them to champion this action. Once joint doctrine is established, the JCAP program should transition from the joint program office to the control of USACOM due to its responsibility for the preponderance of Continental United States (CONUS)-based forces for use in military operations.

Security

As discussed previously, protection of contractor personnel on the battlefield is an important issue. "The government's responsibility for providing force protection derives from three factors: a legal responsibility to provide a safe workplace, a contractual responsibility which is stipulated in most contracts, and thirdly, to enable the contractors to continue doing their job."[4] Army guidance recommends against employment of contractors in instances where the risk to contractor personnel is high or extremely high, as defined by Field Manual (FM) 100-14. The level of protection provided is situation dependent.[5] For example, during LOGCAP operations in Somalia, Haiti, and Bosnia, the contractor was continuously traveling between base camps to provide required services. In Somalia, a military escort was usually required because of the dangerous environment.

However, in the Bosnia AOR, the contractor logged nearly one million miles a month without dedicated escort, by maintaining good threat awareness and traveling with military convoys when possible.[6] Security, therefore, will be an on-going concern of military planners and deployed commanders. Doctrine in JP 4-0 and the JTF Commander's Handbook for Peace Operations should define the maximum security risk for deployment of contractors. It should require planners to address contractor force protection, explain the security risks of deploying contractors as noncombatants to the AOR, and outline how to mitigate these risks.

SOFA, Clearance, and Host Nation Restrictions

The legal status of contractor employees engaged in military operations varies depending on several factors to include the nature of the military operation (i.e., humanitarian support versus hostile conflict) and the current agreements or restrictions with the host nation.[7] "Contractors are not automatically covered under SOFAs and may be required to comply with local laws."[8] Planning considerations must take into account the local political environment for the use of contractors. Agreements need to be established to enable the contractor to operate with the same freedom as military personnel. "Laws and SOFAs always take precedence over contract provisions"[9], therefore, it is necessary to address their impact on the contractor's ability to meet the requirements of the SOW. Currently, the Army's requesting MACOM, who is located in-theater, and LOGCAP management team work these issues. Similarly, the Air Force MAJCOM requiring AFCAP support is responsible for working these types of issues with the State Department and JTF commander. The Air Force relies on the local US Embassy to make sure all agreements are coordinated at the appropriate level in the host

nation to ensure broad support. The contractor's use of subcontractors with worldwide contacts also helps to alleviate the problem of contractor personnel entering a foreign country. The JTF Commander's Handbook for Peace Operations should include additional SOFA guidance on contractor operations and personnel. Annex D to JP 4-0 (Logistic checklist for OPLANs) should also address this issue.

Contractor and Military Force Integration

When developing the requirements for the SOW, planners should address at what level will contract employees and contractor operations be integrated with the military forces. In a contingency situation, contract employees can be issued firearms and Battle Dress Uniforms (BDUs) for personal protection and also be billeted in the same compounds as military forces. However, contract employees can not be forced to comply with general orders regarding issues such as alcohol consumption unless specifically stated in their contract. Commanders only have administrative authority over these employees. The types of actions military commanders are authorized to take against contractor employees who violate commander policies are restricted to withdrawing exchange privileges, withholding medical care, or denying entrance to the military camp. Employment termination is the contractor's responsibility, but contract provisions can specify removal conditions for employee misconduct. Contractor employees, however, do become subject to the Uniform Code of Military Justice during war.[10] Military commanders must weigh the benefits of co-location, to include security and impact on morale, with the cost associated with maintaining a separate contractor compound.

Planners must also address where the contractor should conduct his operations. "The planner should be concerned with the cost, physical protection requirements, and

coordination of the contractor's requirements with the military requirements. This last factor is often overlooked. In an area where facilities are limited, contractors may be competing with the military for facilities."[11] A JCMEB and JFUB or a JARB are excellent forums for making appropriate command decisions and should be established in theater.

Under AFCAP, the Air Force generally co-locates the contractor on the military compound to ensure security and facilitate better communication with the contractor's management staff. When billeted in the same compound, the contractor's personnel have to abide by the same "general orders" as military personnel. The contractor's award fee can be reduced if its personnel fail to support the on-site commander's directives.

Noncombatant Status

If the contractor's employees can carry firearms, wear BDUs, and live and operate among military forces, a natural question is "Are they still considered noncombatants?" The answer is yes. The Law of Armed Conflict defines combatants generally as: "1) commanded by a person with responsibility; 2) wear a fixed distinctive sign such as a uniform; 3) carry arms openly; and 4) conduct operations in accordance with the Law of War."[12] The general legal interpretation of this definition limits combatants to the members of armed forces of a party to a conflict. All others are considered noncombatants and include such individuals as prisoners of war, wounded or sick personnel, chaplains, medics, and civilians. Being noncombatants in the AOR, contractor employees are generally not subject to direct, international attack, but their presence also does not hinder attack on legitimate military targets. Although they can protect themselves, they are not allowed to violently resist capture.[13] The third and fourth

Geneva Conventions establish a difference between the treatment of prisoners of war and civilians in time of war. Persons who are not recognized officially as combatants and "who commit hostile acts about or behind enemy lines are not treated as prisoners of war and may be tried and sentenced to execution or imprisonment."[14] The risks for the contractor's employees are, therefore, much greater in a hostile situation. Contractors do not want to participate in a manner in which they could endanger their perceived status as noncombatants. For example, Brown and Root and DynCorp resist having employees wear BDUs. Planners and commanders who determine contractor scope of work need to be aware of the risks to the contractor.

Recommendations for Improvement

Joint doctrine regarding the employment of contractor support in contingency and wartime scenarios should be immediately developed. It should be based upon the lessons learned in major contingency operations (i.e. Operation Joint Endeavor in Bosnia, Operation Uphold Democracy in Haiti, and Operation Restore Hope in Somalia), the initial products generated by the Army TRADOC, and all other documents which provide useful guidance on this issue. As highlighted in this chapter, joint doctrine for combatant commanders and their planners should address contractor operations in the areas of pre-deployment planning, development of employment decision criteria, contractor-military force integration, and security, force protection, and SOFA considerations.

Notes

[1] White Paper, Contractors on the Battlefield, Army TRADOC, Feb 1998.

[2] Operation Joint Endeavor Lessons Learned (Chapter 15, Contracting). US Army Contracting Command Europe (USACCE), 3 April 1997.

[3] LOGCAP Battlebook, HQ US Army Material Command, Oct 1998, pg.7.

Notes

[4] Young, David L. *Operational Planning for Contractors on the Battlefield*. Paper submitted to the faculty of the Naval War College. 18 May 1998, pg.6.

[5] White Paper, Contractors on the Battlefield, Army TRADOC, Feb 1998, para 10.

[6] Young, David L. *Operational Planning for Contractors on the Battlefield*. Paper submitted to the faculty of the Naval War College. 18 May 1998, pg.6.

[7] White Paper, Contractors on the Battlefield, Army TRADOC, Feb 1998, para 9.

[8] White Paper, Contractors on the Battlefield, Army TRADOC, Feb 1998, pg 7b.

[9] White Paper, Contractors on the Battlefield, Army TRADOC, Feb 1998, pg 2.

[10] Law and Military Operations in Haiti, 1994–1995, p. 13a-60.

[11] Young, David L. *Operational Planning for Contractors on the Battlefield*. Paper submitted to the faculty of the Naval War College. 18 May 1998, pg.8.

[12] Rockwell, Major, USAF. *Deployment of Civilians in Support of Military Operations*, USAF/JAI Fact Paper, 10 Jun 97.

[13] Ibid.

[14] Sarnowski, Stephen R., Lieutenant Commander, JAGC, USNR. *The Status Under International Law of Civilian Persons Serving with or Accompanying Armed Forces in the Field*, The Army Lawyer, Jul 1994, pg.33.

Chapter 6

Conclusion and Summary

Based on the issues raised in the GAO report on "Contingency Operations," this research paper addressed two important questions regarding the use of contractors in support of military operations. First, will a joint engineering and logistics service contract provide the combatant and service commanders any benefit over maintaining individual Army, Air Force and Navy service augmentation contracts? Secondly, does current joint doctrine adequately address the use of contractor services in support of wartime and smaller scale contingency operations? If not, what information should be included in future joint doctrine?

This research effort provided an objective review of the benefits and limitations of the Army's LOGCAP and Air Force's AFCAP contracts. It was determined that both the Army and Air Force developed excellent civil augmentation programs that are responsive and tailored to each services' individual needs. Additionally, several LOGCAP and AFCAP lessons learned have been documented for future employment of contractors on the battlefield.

The research analysis determined, however, that the LOGCAP and AFCAP programs are very similar in scope, as was postulated in the GAO report. Each contract provides the same basic support activities to DOD customer's worldwide while

duplicating engineering and contracting management oversight. Therefore, it is our recommendation that a JCAP contract be established that will meet the needs of both services while eliminating their duplication of effort. A joint contract would provide unity of effort in meeting JTF commander logistic responsibilities with an end result of improved efficiency of operations. A JCAP is the next logical step in the evolution of civil augmentation programs, as it would focus directly on the needs of the combatant commanders.

Again building upon the analysis of LOGCAP and AFCAP, it has also been shown that current joint doctrine inadequately addresses the numerous issues regarding employment of contractors in the battlefield. JP 4-0, in particular, needs to add guidance on contractor provided support during wartime and small-scale contingencies. Guidance on issues such as when and how to use civil augmentation contracts, security, host nation restrictions, and contractor—military integration have to be provided to planners and commanders for effective employment of contractor operations during military operations.

Without question, civil augmentation programs are proven force multipliers. Over the past decade, civilian contractors have been increasingly tasked to provide both engineering and logistics support to military forces in contingency scenarios. It is crucial that joint doctrine first be developed to guide military commanders in the employment of contractors on the battlefield. Ultimately, a JCAP should be developed to improve the effectiveness and efficiency of government—contractor support.

Appendix A

The Army was the first service to develop the concept in 1985 and awarded its first LOGCAP contract in 1992. Although the Air Force and Navy could also utilize the LOGCAP contract, the Navy awarded its own version, the CONCAP, in 1995 and the Air Force followed suit with the AFCAP contract in 1997. According to a GAO report published in 1997, the Navy and Air Force justified development and award of their separate contracts based upon improved contractor responsiveness and internal control. The GAO report, however, questioned the validity of executing three separate contracts and stated that the services provided under the separate contracts were very similar in nature. The report implied that it may be more "effective and efficient" if one service acted as the lead executive agent to eliminate duplication of services. The GAO report also noted that existing military doctrine was vague in addressing how to properly integrate these contractor resources with the military force structure during contingency situations.[1]

Notes

[1] United States General Accounting Office Report to Congressional Requestors. *Contingency Operations: Opportunities to Improve the Logistics Civil Augmentation Program.* February 1997, pp.1-5.

Appendix B

The LOGCAP Worldwide Management and Staffing Plan is generic in nature and provides the strategy and methodologies required to support a force of 25,000 personnel during a contingency scenario. This plan also provides additional detail to support the five major Commander's in Chief's Areas of Responsibility—European Command, Pacific Command, Atlantic Command, Southern Command, and Central Command. The second plan, the Generic Undeveloped and Developed Country Management Plan requires a generic management plan for a Third World, underdeveloped nation and a plan for a more industrialized, diplomatically recognized nation. The objective of the third type of plan, the Regional Management Plan "is to consolidate logistics and engineering planning support and define resources/infrastructure common to specific countries/scenarios within each defined region in planning for support in that region."[1] Nine regional plans are currently being developed and maintained by DynCorp.

According to the LOGCAP program management staff, the level of detail in these plans is significant. The plans include the scenario, how the contractor will accomplish his mission, the contractors internal operating procedures, and the total costs to support the event with specific breakouts of labor, equipment, and consumable items. The plans are updated depending on the amount of change that has occurred affecting the plans and individual requests from the MACOM. From this review, it is evident that the Army invests a great deal of resources in contingency pre-planning and the generation and maintenance of both regional and worldwide management plans.

Notes

[1] *LOGCAP Statement of Work,* Section J, Attachment 1 to contract DAAB07-97-D-C759, 30 Jan 97, pg.3.

Appendix C

LOGCAP contractor augmentation may include but is not limited to:

Supp ly Operations	**Field services**	**Other Operations and Services**
-Class I (Rations)	- Laundry and Bath	- Maintenance
- Class II (Organizational Clothing and Equipment and Admin Supplies)	- Clothing Exchange	- Transportation
	- Clothing Repair	- Medical Services
	- Food Service	- Engineering and Construction
- Class III (POL-Bulk and Packaging)	- Mortuary Affairs	- Signal
	- Sanitation	- Retrograde
- Class IV (Construction Materials)	- Billeting	- Power Generation and Distribution
	- Facilities Management	
- Class V (Ammunition)	- Morale, Welfare and Recreation	- Stamis Operations
- Class VI (Personal Demand Items)		
- Class VII (Major Items)	- Information Management	
- Class VIII (Medical Supplies)	- Personnel Support	
- Class IX (Repair Parts)		

[1]

Notes

[1] US Army Material Command Briefing on Logistics Civil Augmentation Program, 23 Sep 98.

Appendix D

Army Decision Criteria:

First the Army looks at whether it can support the operation using its own or sister services' forces. It takes into consideration such factors as unit availability, troop ceiling, ability to re-deploy to a major regional contingency, lift availability, doctrinal employment, soldiers' living conditions, and operational costs.

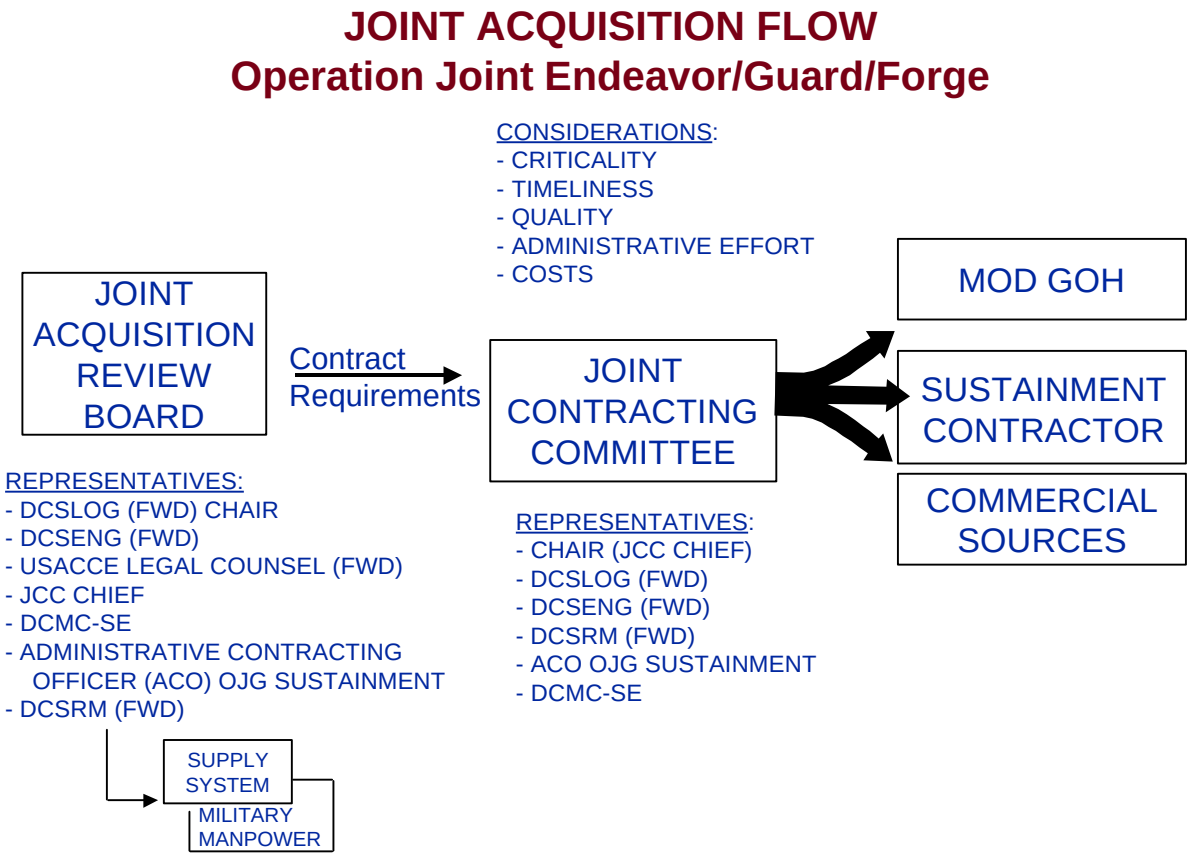
If it determines that using its own forces is not feasible, it then determines whether host nation support can provide the necessary support.

If host nation support cannot meet its needs, then the Army will contract locally or use LOGCAP. A key factor in choosing this alternative is the Army's ability to provide adequate protection for the contractor against hostile action.[1]

Notes

[1] Gallay, David R. and Horne, Charles L., III. *LOGCAP Support in Operation Joint Endeavor: A Review and Analysis.* Logistic Management Institute (LMI) Report prepared for the Department of Defense, McLean, VA, September 1996.

Appendix E



1

DCSLOG (FWD): Deputy Chief of Staff, Logistics (Forward)

DCSENG (FWD): Deputy Chief of Staff, Engineering (Forward)

USACCE: United States Army Contracting Command, Europe

DCMC-SE: Defense Contract Management Command–Southern Europe

DCSRM (FWD): Deputy Chief of Staff, Resource Management (Forward)

MOD GOH: Ministry of Defense, Government of Hungary (Host Nation Support)

Notes

[1] United States Army Contracting Command, Europe. *Contracting in USAREUR* Briefing, February 1999.

Glossary

AOR	Area of Responsibility
AFCAP	Air Force Contractor Augmentation Program
AFCESA	Air Force Civil Engineer Support Agency
AMC	Army Material Command
BDU	Battle Dress Uniform
CCAS	Contingency Contracting Administration Services
CECOM	Communications and Electronics Command
CINC	Commander in Charge
CLPSB	CINC Logistic Procurement Board
CONCAP	Construction Capabilities Contract
CONPLAN	Concept Plan
CONUS	Continental United States
CPAF	Cost Plus Award Fee
CS	Combat Support (Army)
CSS	Combat Service Support (Army)
DCMC	Defense Contract Management District
DCMC-I	Defense Contract Management District—International
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GAO	General Accounting Office
INS	Immigration and Naturalization Service
JARB	Joint Acquisition Review Board
JCAP	Joint Civil Augmentation Program
JCMEB	Joint Civil-Military Engineering Board
JFUB	Joint Facilities Utilization Board
JP	Joint Publication
JSCP	Joint Strategic Capabilities Plan
JTF	Joint Task Force

LOC	Lines of Communication
LOGCAP	Logistics Civil Augmentation Program
MACOM	Major Command (Army)
MAJCOM	Major Command (Air Force)
MOOTW	Military Operations Other Than War
OPLAN	Operations Plan
PCO	Procuring Contracting Officer
Prime BEEF	Prime Base Engineer Emergency Force (Air Force)
Prime RIBS	Prime Readiness in Base Services
QAE	Quality Assurance Evaluation
RED HORSE	Rapid Engineer Deployable Heavy Operational Repair Squadron Engineer
RMP	Regional Management Plan
RMS	Readiness Management Support
SOFA	Status of Forces Agreement
SOW	Statement of Work
TRADOC	(Army) Training and Doctrine Command
USACE	United States Army Corps of Engineers
USACOM	United States Atlantic Command
WMP	Worldwide Management Plan
WMSP	Worldwide Management and Staffing Plans
WRM	War Reserve Material

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